VELMIDAS ING DOO
Broj: 1357
Datum: 23.04.2024.
PANČEVO

# Subcontract for work of electrical connection between H-shaped columns and panels of sound barrier in the section of Km89+701,01 - Km102+890,00

# Km89+701,01 - Km102+890,00 段声屏障 H 型柱与面板间的电气连接作业分包合同

**Party A:** **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**

**Party B:** **VELMIDAS ING DOO Pančevo**

This Subcontract is concluded in Subotica, on 7-12 2024, between:

Party A: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2021
And

Party B: VELMIDAS ING DOO Pančevo, MB: 21417670, PIB: 111042394, Svetozara Markovića 195, 26000 Pančevo. Represented by Milan Somborac.

According to the relevant laws of Serbia, in line with the principles of equality, voluntariness, fairness, and good faith, In order to complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II with high quality, high efficiency and smoothly, Party A entrusts Party B to carry out the work of electrical connection between H-shaped columns and panels of sound barrier in the section of Km89+701.01-Km102+890.00, and the following agreements are reached after mutual agreement:
根据塞尔维亚有关法律，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成塞尔维亚共和国境内匈塞铁路现代化改造诺维萨德-苏博蒂察-边境（克莱比奥）区段土建与轨道工程二标项目，甲方委托乙方执行 Km89+701.01-Km102+890.00 段声屏障 H 型柱与面板间的电气连接作业，经双方协商一致，达成如下协议：

**1.Definitions and Explanations**
**1.定义与解释**
1.1 Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia** and their successors, as well as the **Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.**
1.1 发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified.
1.2 除非另有说明，本合同中的“单一性别”字样，包括所有性别。

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular.
1.3 表示单数的词语包括复数，表示复数的词语也包括单数。

1.4 Day: refers to the calendar day unless otherwise specified.
1.4 天：除另有规定外，均为日历日。

1.5 Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's(including Party A's subcontractors) performance of the construction work.
1.5 监理：指发包人指定对甲方(包括甲方的分包商)实施施工进行监督管理的法人或其他组织。

**2.Scope of Works and Composition of Subcontract**
**2.分包合同的工作范围和组成**
2.1 Scope of Works: According to the construction drawings, the instructions of Party A and relevant technical specifications, completed the work of electrical connection between H-shaped columns and panels of sound barrier in the section of Km89+701,01-Km102+890,00. The specific work includes the preparation and submission of method statement and related technical documents, recording construction logs, procurement, production, transportation and installation of grounding steel strips and matching screws and other related work. And all work content related to safety, environmental protection and temporary measures required by this project.
2.1 工作范围：根据施工图纸、甲方指令及相关技术规范，完成 Km89+701,01-Km102+890,00 段声屏障 H 型柱与面板间的电气连接作业，具体工作包含施工方案及相关技术文件编制及提交，记录施工日志，采购、生产、运输及安装接地钢带及配套螺丝等相关所有工作内容。以及因本工程所要求的安全、环保及临时措施等相关所有工作内容。

2.1.1Party B shall perform the works envisaged by this Subcontract in accordance with all articles specified in this Subcontract. Party B is obligated to execute the works successively, professionally, responsibly, following the rules of the profession regarding the referred works execution, with good workmanship during the validity period of this Subcontract, in accordance with the needs and requirements of Party A.
2.1.1 乙方应按照本分包合同规定的所有条款进行本分包合同规定的工作。分包商有义务在本分包合同有效期内，按照甲方的需要和要求，以良好的工艺连续、专业、负责任地执行工程，遵守有关工程执行的专业规则。

**2.2Composition of Subcontract**
**2.2 分包合同的构成**
2.2.1This Subcontract and Appendixes;
2.2.1 本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;
2.2.2 执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any);
2.2.3 监理工程师的工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties.
2.2.4 甲方管理文件、会议记录、双方联系表。

2.2.5 The Dynamic Plan
2.2.5. 动态计划

**3.The Subcontract Price**
**3.分包价格**
3.1 This is a subcontract with a fixed unit price. The subcontract price includes all engineering costs for the full performance of this subcontract, as well as the direct and indirect costs incurred by Party B for completing this subcontract projects.
3.1 这是一个固定单价的分包合同。分包价格包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包工程而产生的直接和间接费用。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract

Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.
3.1.1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials and machinery and equipment required for the project, and the risk cost caused by factors such as price changes, material scarcity has been included in the subcontracting price.
3.1.2 乙方签订合同时，乙方充分了解本工程所需人员、材料及机器设备的市场价格，价格变动、材料稀缺等因素造成的风险成本已包含在分包价格中。

3.1.3 Party B fully confirms the adequacy and sufficiency of the Subcontract Price, Party B examined and has fully acknowledged all requirements of Party A, all relevant specifications related to the work stipulated in this contract, Serbian standards and laws, and examined and verified the site environment, construction conditions, weather conditions and geological conditions of the subcontracted work.(including the surrounding conditions of the construction site)
3.1.3 乙方充分确认分包价格的充分性，乙方已经检查并完全认可甲方的所有要求、所有有关本合同规定的工作相关的规范、塞尔维亚的标准和法律，并对分包工作所在的现场环境、施工条件、天气情况和地质情况（包括施工地点周边情况）进行了检查、验证。

3.2 The Subcontract Price is 21.114,00 euros (without VAT) (in words: Twenty thousand, one hundred and sixty euros ) (See the Table of Price). VAT shall be calculated according to the Serbian VAT law.
3.2 分包价格为 21.114,00 欧元（不含增值税）（大写：贰万零壹佰陆拾 欧元）（详见价格表）；增值税应根据塞尔维亚增值税法计算。

**Table of Price**

| No | Work Description | 工作描述 | Unit | Qty | Unit Price Eur | Price Eur |
|---|---|---|---|---|---|---|
| 1 | Procurement of materials, workshop production, transport and installation of grounding system according to drawing No: 2021-001-ELE-4/1.6-Ц7.21 . Grounding include procurement and production of galvanised steel strip 20x3mm, special grounding self-drilling galvanized screws. Offer is per HEA profile installation. On project we have a total 1143 pcs of HEA profiles. Connection will be done to every second HEA profile, on the side of barrier towards track. Total 510 pcs | 根据图纸编号 2021-001-ELE-4/1.6-Ц7.21 采购材料、车间生产、运输和安装接地系统。接地包括采购和生产 20x3mm 镀锌钢带、专用接地自钻镀锌螺丝。报价按 HEA 型材安装。项目中总共有 1143 个 HEA 型材。将对每个第二个 HEA 型材进行连接，位于护栏朝向轨道的一侧。总共 510 个。 | pcs | 510.00 | 41.40 | 21.114,00 |
| Total | | | | | | **21.114,00** |

The unit prices in the price list are fixed, the quantity is estimated, and the payment shall be calculated based on the actually completed quantity and the fixed unit price.
价格表中的各项单价是固定的，数量是预估的，支付金额将根据实际完成的工程量与固定单价进行计算。

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of

paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.
3.2.1 分包价格包括除增值税外所有税费。甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

3.3 Party B shall be responsible for providing grounding steel strips and supporting screws and other materials (including auxiliary materials), and shall obtain at its own expense the equipment, vehicles and all necessary accessories for the electrical connection between the H-shaped columns and panels of the sound barrier (including materials and equipment related to safety, environmental protection and temporary measures required for this work).
3.3 乙方负责提供接地钢带及配套螺丝等材料(含辅助材料)，并自费获取用于实施声屏障 H 型柱与面板间的电气连接作业的设备、车辆和所有所需的配件（包括实施本工作所需的安全、环保及临时措施的相关材料和设备）。

**4.Method of Quantity Measurement and Payment**
**4. 计量及支付方式**
4.1 Measurement: The measurement period is once a month (when the measurement conditions are met); Party B shall provide necessary documents such as the measurement book(including the proof of completed work) and construction log as required by Party A, Party A shall approve/modify within 10 days after receiving the documents submitted by Party B.
4.1 计量：计量周期为每月一次（当满足计量条件时）； 乙方按甲方要求提供计量书（包括已完成工作的证明文件）、施工日志等必要文件，甲方应在收到乙方提交文件后 10 日内进行批复。

4.2 Interim Payment: After the measurement book is approved, Party A shall approve/modify the Interim Payment Certificate submitted by Party B for the corresponding period. Within 30 days after the Interim Payment Certificate is issued, Party A shall make payment to Party B the Interim Payment of the corresponding period.
4.2 中期付款：计量书批准后，甲方应对相应期次乙方提交的中期付款证书进行审批。中期付款证书应在签发后 30 天内进行支付。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the invoice issued.
4.3 乙方应按甲方要求向甲方提供正式发票。应按照发票开具之日塞尔维亚国家银行的中间汇率以第纳尔 ( rsd )支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: 205-0000000261017-21 Komercijalna banka A.D. Beograd.
4.4 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户：205-0000000261017-21 Komercijalna banka A.D. Beograd。

4.5 Final payment: After all of this work stipulated in this subcontract are completed, Party B starts to apply for the Final Payment Certificate. Advance payment 50% on the date of signing the contract. The Final Payment Certificate shall be paid within 30 days after it is issued.
4.5 终期付款：本合同规定的各项工作完成后，乙方开始申请终期付款证明。终期支付证书将

在签发后 30 日内支付。

4.6 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, submission of RIA (request for inspection and approval), submission of MAR(MATERIAL APPROVAL REQUEST), measurement books, test reports, Material Certificate of Conformity, Delivery Notes, etc. The provision of these measurement documents is one of the measurement conditions, If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to delay the measurement or file a claim against Party B.
4.6 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、提交 RIA（request for inspection and approval）、提交 MAR(MATERIAL APPROVAL REQUEST )、计量书、试验报告、材料合格证书、收货单等，提供这些计量这些文件是计量条件之一，若因乙方原因造成甲方无法向发包人申请付款，甲方有权延迟计量或向乙方提出索赔。

**5.Works Schedule**
**5.工期**
5.1 The time limit for completing all the work specified in this Subcontract is 10 working days after the signing of the contract.
5.1 完成本分包合同规定的全部工作的期限为合同签订后 10 个工作日。

5.2 The dynamic plan agreed upon by both parties is a part of this subcontract. Party B shall work strictly according to the agreed dynamic plan. If the work progress is behind the dynamic plan, Party A will send written notice to Party B to take acceleration measures (Acceleration measures include but are not limited to overtime, increase equipment, increase personnel, replace incompetent personnel of Party B, etc.).
After Party A issues a written notice of acceleration, Party B shall reply within 3 days (72 hours) or make reasonable adjustments to the acceleration measures, failure to reply after 3 days will be deemed as agreeing to Party A's acceleration measures. For the avoidance of doubt, the adjustment made by Party B shall be valid only after the consent of Party A, otherwise it shall be strictly implemented in accordance with the accelerated measures issued by Party A.
if Party B's work progress still fails to meet the requirements after being warned (after sent written acceleration notice) twice, Party A has the right to take back all or part of the works for self-execution or hand over to other subcontractors for execution, and the relevant costs and losses shall be borne by Party B.
5.2 经双方协商一致的动态计划是本分包合同的一部分。乙方应严格按照该动态计划进行工作。如果工作进度落后于动态计划，甲方将书面通知乙方采取加速措施（加速措施包含但不限于加班、增加设备、增加人员、替换乙方不称职人员等）。
甲方发出加速的书面通知后，乙方应 3 日（72 小时）内做出回复或对加速措施进行合理的调整，3 日后未回复则被视为同意甲方的加速措施，为免疑义，乙方做出的调整须经甲方同意后才有效，否则应按照甲方发出的加速措施严格执行。
如果乙方经两次警告后（发出书面的加速通知后）工作进度仍不符合要求，甲方有权收回全部或部分自行执行或移交其他分包商执行，相关费用和损失由乙方承担。

**6. Quality Warranty Period and Defect Liability Period**
**6.质量保修期及缺陷责任期**
6.1 Quality warranty period：Calculated from the date Party B receives the Final Payment Certificate issued by Party A, to the subsequent 2-year period, Before the end of the warranty period, Party B

shall repair any defects caused by Party B at its own expense. If Party B cannot repair the defect within a reasonable time notified by Party A, Party A will repair it by itself or entrust others to repair it, and Party B shall bear the cost.

6.1 质量保修期：自乙方收到甲方签发的终期支付证书之日起计算，至随后的 2 年期限，在保修期结束前，乙方应自费修复因乙方造成的任何缺陷。如果乙方不能在甲方通知的合理时间内修复缺陷，甲方将自行修复或委托他人修复，费用由乙方承担。

6.2 Defect Liability Period: Calculated from the date Party B receives the Final Payment Certificate issued by Party A, to the subsequent 6-month period.
6.2 缺陷责任期：自乙方收到甲方签发的终期支付证书之日起计算，至随后的 6 个月期限。

**7.The right and obligation of each party**
**7.各方的权利和义务**
**7.1The general right and obligation of Party A / 甲方的一般权利和义务**
7.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, For the avoidance of doubt, the decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B.
7.1.1 甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，为免生疑问，甲方根据发包人的要求作出的决定是最终的、决定性的，对乙方具有约束力。

7.1.2Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress, and HSE work of the project, conduct acceptance and evaluation of the project completed by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Article 4 of this Subcontract.
7.1.2 甲方应监督乙方全面履行分包合同，控制、监督和检查工程的质量、进度、HSE 工作，定期对乙方完成的工程进行验收和评估，对乙方完成的合格工程进行计量，并按本分包合同第 4 条的规定向乙方付款。

7.1.3 Party A shall assign execution managers and engineers to supervise the execution of Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.
7.1.3 甲方应根据本分包合同指派执行经理和工程师对乙方的执行进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。

7.1.4 Party A is obliged to ensure that the roads on site are unobstructed so that Party B can transport materials and mechanical equipment into the site.
7.1.4 甲方有义务保证现场道路畅通，以便乙方运输材料和机械设备进入现场。

**7.2 The right and obligation of Party B / 乙方的权利和义务**
7.2.1 Party B shall organize enough executive personnel and equipment to enter the site according to the date notified by Party A. Party B shall prepare all daily necessities and ensure that the progress will not be affected. Such as the living materials, temporary housing facility, domestic electricity, construction electricity, domestic water, and construction water required by Party B for production shall be borne by Party B at its own expense. Party B shall meet Party A's dynamic plan and its requirements for adjustment of the execution schedule by adding execution equipment and execution teams.
7.2.1 乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常

用品，并确保不影响进度。乙方生产所需的生活物资、临时建筑设施、生活用电、施工用电、生活用水、施工用水等均由乙方自费承担。乙方应通过增加执行设备和执行队伍，满足甲方动态计划及其对执行进度调整的要求。

7.2.2Party B shall organize execution work in strict accordance with the execution data and technical specifications provided by Party A, following instructions and inspection of Party A and supervising engineer, and be responsible for the quality of the Project. Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer, and Party A if rework needed to be done or any losses occurred due to Party B's reason. All related losses shall be borne by Party B.
7.2.2 乙方应严格按照甲方提供的施工资料和技术规范，按照甲方和监理工程师的指示和检查，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，乙方应按照发包人、监理工程师和甲方的要求处理。所有相关损失由乙方承担。

7.2.3 Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements. All administrative staff and technicians shall hold certificates. Workers should have certificate for installers made by producers of sound barrier system. The main technicians shall have rich experience in execution.
7.2.3 乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。作业人员应持有隔音屏障系统生产商颁发的安装人员证。主要技术人员应具有丰富的执行经验。

7.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.
7.2.4 乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担对道路和河流造成的环境污染的全部费用。

7.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.
7.2.5 乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

7.2.6Party B shall submit to Party A a list of names and a photocopy of the ID of Party B's personnel on-site (if necessary). Party B shall equip his staff with all required social insurance and bear the related insurance cost.
7.2.6 乙方应向甲方提交乙方现场人员名单及身份证复印件（若有必要）。乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

7.2.7Any dispute between Party B and the Third Party during execution shall be settled by Party B and Party B shall be solely liable for it.
7.2.7 乙方与第三方在执行过程中发生的任何争议，由乙方解决，乙方承担全部责任。

7.2.8 Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.
7.2.8 乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方应自费遵照执行，除非该缺陷或质量事故是由甲方造成的。

7.2.9 In case of any damage to the surrounding property or area during the execution of subcontracted works, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.
7.2.9 分包工程施工过程中如对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

7.2.10 To provide a Serbian version in machine-typed fonts, or an English version of the construction log.
7.2.10 提供为机打字体的塞语版本，或有英文版本的施工日志。

**8.Claim, and Insurance**
**8.索赔和保险**
**8.2 Claims / 索赔**
8.2.1 After Party B signs this contract, and it is deemed that Party B has foreseen and voluntarily assumed all risks and responsibilities for the completion of the project, Party A will not accept any claim from Party B for delay and cost compensation not caused by Party A or the developer.
8.2.1 乙方签订本合同后，及视为乙方已预见并自愿承担工程竣工的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

8.2.2 Party B has fully considered the discontinuity of the project (such as discontinuity caused by bad weather, failure to meet construction conditions, etc.), and considered that the Employer or the Supervisor may issue instructions about not allowing construction (temporarily suspending work for rectification, etc.), both parties to the contract should communicate and coordinate with each other in a friendly manner. If such factors and force majeure factors lead to deceleration, idle work, stoppage, etc., Party B shall not file relevant claims against Party A.
8.2.2 乙方已充分考虑到本工程存在的不连续性（如恶劣天气、未达到施工条件等导致的不连续），并考虑到发包人或监理有可能下发关于不允许施工（暂时停工整改等）的指令因素，合同双方应互相友好沟通并协调，若因此类因素及不可抗力因素导致减速、窝工、停工等情况，乙方不得向甲方提出相关索赔。

**8.3 Project Insurance / 项目保险**
8.3.1Party B shall purchase the necessary property, personal safety and other necessary insurance for the completion of this project at its own expense, In the event of a claim settlement event, both parties to the contract shall assist each other in obtaining evidence and relevant documents to help the other party obtain compensation.
8.3.1 乙方需自费购买为完成本项目所需的必要的财产、人身安全等必要的保险，若理赔事件发

生，合同双方应互相协助获取证据及相关文件，以帮助对方获得赔付。

**9. Transportation and Management**
**9.运输与管理**
**9.1 Transportation and Management / 运输与管理**
9.1.1 All the materials (Except materials and equipment provided by Party A) and equipment shall be purchased or leased by Party B, In case of loss or accident caused by the quality of purchased or leased materials and equipment, Party B shall bear full responsibility.
9.1.1 所需要的一切材料和设备（除开甲方提供的材料和设备）均由乙方采购或租赁，如因所采购或租赁的材料和设备的质量问题造成损失和事故，乙方应承担全部责任。

9.1.2 Party B shall make sure all the materials and equipment are properly stored. If any loss or damage happened, the loss shall be borne by Party B.
Relevant buildings, earthwork and related materials that have been dismantled/disassembled/excavated at the construction site according to construction needs, Party B is obliged to transport and store the dismantled/disassembled/excavated materials to the place designated by Party A (Party B shall not misappropriate them without authorization). Party B bears all the costs required for dismantling and transportation. Including the use of existing local roads, toll fees, the cost for temporary storage, and related administrative costs required by the local government, etc.
9.1.2 乙方应确保所有材料和设备妥善存放。如有任何遗失或损坏，损失由乙方承担。
根据施工需要，在施工现场被拆卸/拆解/开挖的相关建筑物、土方及相关材料，乙方有义务将拆卸/拆解/开挖后的材料运输并存放至甲方指定的地点（乙方不得擅自挪用）。乙方承担拆解和运输所需的一切费用。包括当地现有道路的使用、通行费、临时仓储费以及当地政府要求的相关管理费用等。

**9.2 Usage and Management of Machine & Equipment / 机器设备的使用与管理**
9.2.1 All the machinery and equipment for the implementation of this project shall be provided by Party B (unless it is stipulated in this subcontract that Party A shall provide it). Party B shall strengthen the management and maintenance of its own machinery and equipment to ensure the utilization rate and work efficiency. Party B shall be fully responsible for the loss caused by Party B's mechanical failure.
9.2.1 执行本工程的全部机器设备由乙方提供。乙方应加强对己方的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。

**10.Other**
**10.其他**
**10.1 Force Majeure / 不可抗力**
10.1.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.
10.1.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事件。

10.1.2 If any party does not fulfill its contractual obligations because of the force majeure, the

affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.
10.1.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

10.1.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
10.1.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

10.1.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party。
10.1.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿。

**10.2Responsibility for Breaching the Subcontract / 违反分包合同的责任**
10.2.1 If Party B cannot perform this subcontract according to the dynamic plan required by Party A or other requirements due to reasons of Party B, Party A has the right to choose other subcontractors and terminate the subcontract.
10.2.1 如因乙方原因不能按照甲方要求的动态计划或其他要求履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

**10.3The Suspension and Termination of Subcontract / 分包合同的中止和终止**
10.3.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
10.3.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

10.3.2 According to the requirements of the Employer, if Party A entrusts a subcontractor to implement construction, it shall submit an application to the Employer to nominate a subcontractor.
If the construction cannot be carried out because the Employer refuses to nominate Party B, the subcontract shall be automatically terminated. Party B cannot claim against Party A for this reason.
10.3.2 根据发包人要求，甲方委托分包商实施施工需向发包人提出提名分包商的申请，若因发包人拒绝对乙方的提名导致无法施工，则该分包合同自动终止。乙方不能因此向甲方提出索赔。

**10.4 Settlements of Disputes**
**10.4 争端解决**
10.4.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.
10.4.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

**10.5 Abidance by Law**
**10.5 遵纪守法**
10.5.1 If there is any inconsistency, contradiction, or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, both parties to the contract shall remind each other in good faith, and both parties shall negotiate amicably to amend this subcontract.
10.5.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，
合同双方应善意相互提醒，双方应友好协商修改本分包合同。

10.5.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.
10.5.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

**11.The Application of Subcontract**
**11.分包合同生效**
11.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.
11.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

11.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.
11.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

11.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication that is made before this subcontract is issued. If the appendix of this subcontract is inconsistent with the text of this subcontract, the text of this subcontract has the priority of interpretation.
11.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。 本分包合同附件与本分包合同正文不一致的，以本分包合同正文为准。

11.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.
11.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

11.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
11.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

11.6 For issues not covered by this Subcontract, the Serbian Laws will apply related to the contract subject. In the case laws don't regulate certain subjects, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Subcontract and have the same legal effect as this Subcontract.
11.6 对于本分包合同未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本分包合同的补充文件，与本分包合同具有同等法律效力。

11.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
11.7 该分包合同是用中文及英文书就。如有任何差异，以英文版本为准。

11.8 This Subcontract is made in quadruplicate, with each party holding two copies.
11.8 本分包合同一式四份，双方各持两份。

Party A：CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION Ogranak Beograd

Signature:

Name: Xue hongxi
Date:

Party B：VELMIDAS ING DOO Pancevo

Signature:

Name: Milan Somborac
Date：